



## CITY OF LODI

## COUNCIL COMMUNICATION

**AGENDA TITLE:** Contract Change Orders #5 and #6 and Acceptance of Improvements Under Hale Park Improvements, 208 East Locust Street Contract

**MEETING DATE:** August 18, 1993

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** That the City Council accept the improvements under the "Hale Park Improvements, 208 East Locust Street" contract, and direct the Public Works Director to file a Notice of Completion with the County Recorder's office.

**BACKGROUND INFORMATION:** The contract was awarded to BRCC Constructors of Loomis, California, on March 18, 1992, in the amount of \$458,000.00. The contract has been completed in substantial conformance with the plans and specifications approved by the City Council.

In accordance with the Contract Change Order policy approved by Resolution 85-72, Council is also being informed of Contract Change Orders #5 and #6. A requirement of the Contract Change Order policy is that Council be informed of all change orders where the total change orders for the project exceed \$25,000. The attached change orders cover previous claims for importing and compacting material and for minor work on the recreation building.

The contract completion date was March 3, 1993, and the actual completion date was April 6, 1993. The project was substantially completed on April 6, 1993. The work done since that time has been landscape maintenance and minor punch list items. BRCC Constructors was told by the City that the project would not be accepted until the fencing around the Park was removed. The area north of the bandstand was fenced until June 22, 1993, and the fencing around the rest of the Park was removed on May 24, 1993.

The project was delayed for two months while the City negotiated with BRCC Constructors on the wood chips to be placed in the playground area. The material that was eventually used in Hale Park was the material that BRCC was ready to deliver to the site in October 1992. BRCC Constructors also furnished the City with geotextile fabric, warranties and insurance for the wood chips which were not originally included in their submittal.

Acceptance of the project was also delayed until the County had reviewed all the labor compliance submittals to ensure that the City would receive its Block Grant funding. Preliminary County approval was given to the City the last week of July. It is staff's recommendation that liquidated damages not be assessed on this project.

APPROVED

THOMAS A. PETERSON  
City Manager



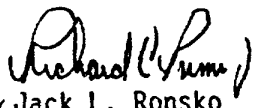
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CC-1

Contract Change Orders #5 and #6 and Acceptance of Improvements Under Hale Park  
Improvements, 208 East Locust Street Contract  
August 18, 1993  
Page 2

The final contract price was \$538,799.20. The difference between the contract amount and the final contract price is mainly due to revising grades in the Park to preserve the trees. Additional work was also done to replace curb and gutter around the Park, make changes to the playground area and add improvements to the bandstand.

FUNDING: Originally Budgeted: 1989/90  
Budgeted Fund: Community Development Block Grant  
Current Appropriation: \$604,400.00  
Total Project Estimate: \$600,000.00

  
for Jack L. Ronsko  
Public Works Director

Prepared by Wesley K. Fujitani, Senior Civil Engineer

JLR/WKF/lm

attachments

cc: Parks and Recreation Director  
Purchasing Officer  
Community Development Block Grant Coordinator

RECEIVED

Sheet 1 of 2  
Date June 7, 1993  
Account No. 45.7-460.60

PROJECT: Hale Park Improvements

CONTRACTOR: BRCO Constructors



JUN 15 1993

CITY OF LODI  
PUBLIC WORKS DEPARTMENT

You are directed to make the following changes or do the following work not included in the Plans and Specifications on this contract.

Description of work to be done, estimate of quantities, and prices to be paid. Specify whether additional work is at contract price, agreed price, or force account. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

- |   |           |
|---|-----------|
| 1. Adjust restroom foundation excavation and add footing for drinking fountain chase. | \$ 861.00 |
| 2. Haul additional fill per claims (\$386+, \$828+, \$6098+, \$4986)                  | 12,298.00 |
| 3. Adjust sidewalk grading to avoid trees   | 276.00    |
| 4. Import fill, remove tree & grade future parking lot area                           | 1,932.00  |
| 5. Revise recreation building as required per final building permit issued after bid  | 275.00    |

		PERCENT OF CONTRACT
Original Contract Price	\$ 458,000.00	
Total Cost of This Change Order NOT TO EXCEED	\$ 15,642.00	3.4 %
Previous Change Orders	\$ 63,771.25	
Total Cost of All Change Orders to Date	\$ 79,413.25	17.3 %
Contract Price, including all Change Orders, will be:	\$ 537,413.25	

Time of completion will be adjusted as follows: Add 16 working days \*

Submitted by W. Fujitani Date 6-7-93  
Approval Recommended Richard C. Peterson Date 6-8-93  
Approved, Public Works Director Richard C. Peterson Date 6-24-93  
Approved, City Manager (if over larger of \$5,000 or 10% each CCO or \$25,000 total CCOs) Thomas A. Peterson Date 6/29/93

Thomas A. Peterson  
City Manager

\* BRCO reserves the right to extra time not acknowledged.

4/30/93

June 7, 1993  
BRCO Constructors  
page 2

The undersigned contractor, having carefully considered the change proposed, agrees, if this proposal is approved, to provide all equipment, furnish all materials, except as otherwise noted above, perform all services necessary for the work above specified, and accept as full payment the prices shown above.

ACCEPTED: Date 6/10/93 Contractor BRCO Constructors, Inc  
By [Signature] Title President

If the Contractor does not sign acceptance of this order, the Contractor should refer to Section 4-1.03A of the Standard Specifications regarding filing a written protest within the specified time.



**MEMORANDUM, City of Lodi, Public Works Department**

**To:** City Council  
**From:** Public Works Director  
**Date:** August 20, 1993  
**Subject:** Transmittal of Information Requested by City Council at Its August 18, 1993 Meeting

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The following items are included or attached per City Council's request:

1. Copy of purchase agreement between the City of Lodi and Robert Batch

This agreement includes the provisions for the use of the dirt at Westgate Park and outlines the responsibilities of the seller, Robert Batch, and the buyer, the City of Lodi.

2. Documentation on Underground Fuel Storage Tank Removal contract at 125 North Stockton Street

Enclosed is a copy of the final contract payment form showing the unit prices and the total work accomplished. Also attached is a copy of the signed contract agreement which outlines the bid unit prices and shows the additional items of work which may have to be included as part of contract payment if contaminated soil is found.

3. Signed Hale Park Improvements Contract Change Order No. 6 *CC-901*

The change order included in the Council packet was not signed and the Council wanted to see a signed change order.

4. No-parking zone on Kettleman Lane fronting Flame Liquors and the City's Municipal Service Center

The staff recommendation for no parking fronting the Municipal Service Center and west of Flame Liquors is shown on the attached sheet. The staff recommendation provided for a 22-foot parking zone west of Flame Liquors' driveway. Also attached is a copy of Council minutes showing that Council extended the 22-foot parking area to 42 feet for the purpose of providing for additional on-street parking and/or truck parking.

5. Improvement Agreement Addendum for Lodi West Unit No. 1

As requested by Council, staff has confirmed that the figures in both the Agreement and the Council Communication are correct.

If you have any questions concerning any of this material, please contact me.

A handwritten signature in black ink, appearing to read "Jack L. Ronsko".

Jack L. Ronsko  
Public Works Director

Attachments: Robert Batch Agreement (9)  
Underground Fuel Storage Tank (5)  
Hale Park Improvements (1)  
Kettleman Lane No-Parking Zone (3)

cc: City Manager  
City Clerk

CC9301.DOC

CITY OF LODI  
PUBLIC WORKS DEPARTMENT

CONTRACT CHANGE ORDER NO. 6

Sheet 1 of 1  
Date August 10, 1993  
Account No. 45.7-760.60

PROJECT: HALE PARK IMPROVEMENTS, 208 East Locust St.

CONTRACTOR: BRCO Constructors

You are directed to make the following changes or do the following work not included in the Plans and Specifications on this contract.

-----  
Description of work to be done, estimate of quantities, and prices to be paid.  
Specify whether additional work is at contract price, agreed price, or force account. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

Remove existing sprinkler system and  
provide additional topsoil.

Agreed upon price \$1,386.00

		PERCENT OF CONTRACT
Original Contract Price	\$ 458,000.00	
Total Cost of This Change Order NOT TO EXCEED	\$ 1,386.00	0.3 %
Previous Change Orders	\$ 79,413.25	
Total Cost of All Change Orders to Date	\$ 80,799.25	15.0 %
Contract Price, including all Change Orders, will be:	\$ 538,799.25	

Time of completion will be adjusted as follows: no adjustment to working days

Submitted by H. Fujitani Date 8-10-93  
Approval Recommended Richard Wilson Date 8-11-93  
Approved, Public Works Director \_\_\_\_\_ Date \_\_\_\_\_  
Approved, City Manager (if over larger of \$5,000 or 10% each CCO or \$25,000 total CCOs) \_\_\_\_\_ Date \_\_\_\_\_

The undersigned contractor, having carefully considered the change proposed, agrees, if this proposal is approved, to provide all equipment, furnish all materials, except as otherwise noted above, perform all services necessary for the work above specified, and accept as full payment the prices shown above.

ACCEPTED: Date \_\_\_\_\_ Contractor \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_

If the Contractor does not sign acceptance of this order, the Contractor should refer to Section 4-1.03A of the Standard Specifications regarding filing a written protest within the specified time.

CCOHALE6/TXTW.02M

AGREEMENT

THIS AGREEMENT, entered into this 6th day of January, 1993, by and between ROBERT BATCH, hereinafter "Seller", and the CITY OF LODI, a municipal corporation, hereinafter "Buyer" or "City".

W I T N E S S E T H:

WHEREAS, Seller is the owner of that certain parcel of land, more particularly described below, constituting fifteen and ninety-nine one-hundredths (15.99) acres more or less, which the City desires to acquire for purposes of a storm drainage basin; and

WHEREAS, said land is a portion of a larger parcel constituting one hundred and one-tenth (100.1) acres owned by Seller which he intends to develop within the City; and

WHEREAS, in order to provide storm drainage for (among other properties) the balance of Seller's land at this location, it is necessary that City acquire such parcel; and

WHEREAS, the most practical way to compensate Seller may be by a combination of cash, credits, and future reimbursements as other properties, which will pay storm drainage fees, develop;

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. Seller agrees to sell and Buyer to purchase that certain parcel of land more particularly described below.

In consideration of the mutual covenants, terms and conditions herein contained, it is mutually agreed that:

City of Lodi  
P.O. Box 3000  
Lodi CA 95241-1910

93020004

RECORDER'S OFFICE  
JAMES M. JOHNSTONE

93 MAR -2 AM 8:00

RECORDED AT REQUEST OF  
City of Lodi  
EXEMPT FROM FEE

*recording info*  
AGREEMENT

THIS AGREEMENT, entered into this 6th day of January, 1993, by and between ROBERT BATCH, hereinafter "Seller", and the CITY OF LODI, a municipal corporation, hereinafter "Buyer" or "City".

W I T N E S S E T H:

WHEREAS, Seller is the owner of that certain parcel of land, more particularly described below, constituting fifteen and ninety-nine one-hundredths (15.99) acres more or less, which the City desires to acquire for purposes of a storm drainage basin; and

WHEREAS, said land is a portion of a larger parcel constituting one hundred and one-tenth (100.1) acres owned by Seller which he intends to develop within the City; and

WHEREAS, in order to provide storm drainage for (among other properties) the balance of Seller's land at this location, it is necessary that City acquire such parcel; and

WHEREAS, the most practical way to compensate Seller may be by a combination of cash, credits, and future reimbursements as other properties, which will pay storm drainage fees, develop;

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. Seller agrees to sell and Buyer to purchase that certain parcel of land more particularly described below.

In consideration of the mutual covenants, terms and conditions herein



A. Grantor shall deliver to City a grant deed for that certain real property in the County of San Joaquin, State of California, as shown on Exhibit A attached hereto, more particularly described as follows:

The TRUE POINT OF BEGINNING being S 89° 29' 40" E, 137.50 feet distant from the Southwest corner of the Northwest quarter of Section 3, T. 3N., R. 6 E., M.D.B. & M., as filed for record May 17, 1984, "Lodi Park West, Unit No. 3, in Book of Maps and Plats, Volume 26, Page 137, San Joaquin County Records and also on the centerline of Applewood Drive; thence continuing S 89° 29' 40" E, 1082.08 feet to the centerline of Evergreen Drive; thence S 06° 24' 42" E, 81.46 feet to the beginning of a curve; thence along a tangent curve to the right having a radius of 750 feet, a central angle of 09° 35' 18" and arc length of 125.51 feet; thence S 03° 10' 36" W, 248.62 feet to the beginning of a curve; thence along a tangent curve to the left having a radius of 1000 feet, a central angle of 05° 10' 36" and arc length of 90.35 feet; thence S 02° 00' 00" E, 149.01 feet; thence S 88° 00' 00" W, 30.00 feet; thence N 89° 29' 40" W, 812.78 feet; thence N 48° 38' 40" W, 126.00 feet; thence N 00° 02' 00" W, 288.00 feet; thence S 89° 58' 00" W, 147.50 feet; thence N 00° 02' 00" W, 326.00 feet to the POINT OF BEGINNING.

Containing 15.99 acres more or less.

2. The sales price shall be One Hundred Fifteen Thousand Dollars (\$115,000) per acre for a total of One Million Eight Hundred and Thirty Eight Thousand Eight Hundred and Fifty Dollars (\$1,838,850), which shall be payable as follows:

(A) Seller shall receive Ten Thousand Dollars (\$10,000) in cash at the time the deed is recorded by City.

- (B) Seller shall receive credit for any and all storm drainage fees due and payable on the eighty-four and eleven one-hundredths (84.11) acre remainder of the entire parcel owned by Seller payable at the storm drainage fee rate in effect at the time of development.
- (C) Seller shall also receive credit for park fees due and payable on the first eighteen and twenty one-hundredths (18.20) acres on the remainder parcel owned by Seller based on the portion of the upland basin property to be used as a park at the Parks and Recreation fee rate in effect at the time of development.
- (D) Insofar as such cash payment and credits for storm drainage and parks and recreation fees described above do not cover the purchase price to be paid by Buyer, Seller will be reimbursed the balance from storm drainage fees paid by other properties at such time as said properties develop. It is understood that payment of such storm drainage fees by other properties shall be the sole source of revenue for reimbursement of the balance due seller, and such reimbursement shall not be payable until funds are actually received by City.
3. (A) Seller shall be entitled to interest on the balance owed him in an amount equal to the annual percentage change of the Engineering News Record (ENR) 20 Cities Construction Cost Index. The balance due shall be calculated in January of each year beginning January 1994 by the following formula:  $(\text{ENR January 1 of current year} \div \text{ENR January 1 of prior year}) \times (\text{balance due January 1 of the prior year less credits and payments made during the previous year})$ . City shall provide a summary of balance credits, payments and adjustments to Seller each year.
- (B) Until paid in full, Seller shall be entitled to not less than forty percent (40%) of all available net drainage fee revenues received by the City during any year for reimbursement purposes commencing on the effective date of this agreement. Seller

acknowledges that City presently has other reimbursement agreements in place which shall have priority for repayment from such fees.

4. Seller, pursuant to plans approved in advance by City, shall at his own expense be responsible for preparation of plans and excavation of the drainage basin to City's specifications. Such excavation shall include:

- (A) Stripping and stockpiling of the top fifteen (15) inches of soil for use in the surface of the basin;
- (B) Over-excavation of basin by nine (9) inches;
- (C) Ripping the bottom of the basin to a depth of two (2) feet in one direction only;
- (D) The placement and rolling of the topsoil stockpiled; Seller will not be required to provide additional topsoil in the event the fifteen (15) inches stockpiled does not provide nine (9) inches of fill due to natural losses and/or compaction. Any soil in excess of the above nine (9) inches required for backfill may be disposed of by the Seller in any fashion he desires.
- (E) Provision by Seller of adequate sprinklers or other dust control methods during excavation of such basin;
- (F) Installation of temporary fencing during construction.

Seller may delegate this duty to an agent or a third party mutually agreed upon by the City. All other soil excavated may be retained, sold or disposed of by Seller. During such excavation, Seller or his designated agents shall provide proof of liability coverage, naming the City of Lodi as additional named insured in an amount of One Million Dollars (\$1,000,000).

5. Title to the property demised hereunder shall pass free of any liens or encumbrances except current taxes due, if any. Seller shall obtain

and provide to Buyer at the time title passes, a release of any and all liens, mortgages, or encumbrances on the portion of his property conveyed to the City under this agreement. Title insurance, documentary stamps, and escrow fees (if any) shall be the responsibility of Buyer. Title to the demised premises shall pass on execution of this agreement.

6. The rights to any reimbursements hereunder are deemed personal to Seller and shall not run with the land on the remainder of Seller's property, except the fee credits described in Section 2 above.
7. Excavation of the basin by Seller shall be accomplished prior to the acceptance by City of the first unit of any subdivision of the remainder parcel or not more than one year after execution of this agreement, whichever comes first.
8. City shall be responsible for installation of and all costs associated with the following items:
  - a) Six-foot (6') permanent chain link fence and mow strip;
  - b) Drainage system in the bottom of basin;
  - c) Basin turf and landscaping; and
  - d) Portion of street construction within the basin parcel and fifty percent (50%) of the street lights, water, sewer and storm lines fronting the basin parcel in accordance with applicable City ordinances;
  - e) All other on-site improvements.

City agrees to diligently pursue the completion of the basin/park including turfing and irrigation on a schedule compatible with Seller's development plans, taking into account the availability of funds for such projects.

9. It is agreed that time is of the essence. This agreement may be recorded and shall enure to the benefit of the heirs, successors, or assigns of Seller. In connection therewith, notice may be mailed to Seller at:

Robert R. Batch  
1819 South Cherokee Lane, Unit #67  
Lodi, CA 95240

In the event a reimbursement due hereunder is unclaimed for two (2) years from the date of mailing, it shall revert to the City. It shall be Seller's responsibility to notify City of any change of address.

10. It is understood between the parties hereto that this sale/purchase agreement is executed under threat of eminent domain for the City's acquisition of land for a storm drainage basin. Had the parties hereto been unable to reach a mutually-agreeable resolution, the City Attorney was prepared to recommend to the City Council that a Resolution of Necessity to acquire said parcel by condemnation, be adopted by the City Council of the City of Lodi.
11. Herein is set forth the entire agreement between the parties. The performance of these conditions constitutes full performance and shall relieve City of all further obligations or claims.
12. In the event either party hereto breaches the terms, conditions and covenants of this Agreement, then, the prevailing party in any suit to enforce this Agreement or restrain the breach thereof, shall in addition to any other relief or damages awarded, be entitled to a reasonable attorney's fee and all costs of suit to be set and determined by any court of competent jurisdiction and added to any judgment obtained.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first hereinabove mentioned.

BUYER

SELLER

CITY OF LODI, a municipal  
corporation

Thomas A. Peterson  
THOMAS A. PETERSON  
City Manager

Robert R. Batch  
ROBERT R. BATCH

ATTEST:

APPROVED AS TO FORM:

Alice M. Reimcke  
ALICE M. REIMCKE  
City Clerk

Bob McNatt  
BOB McNATT  
City Attorney

(2)  
AGREBASN/TXTA.01V

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

State of California  
County of San Joaquin

On 2/25/93 before me, Sharon Blaufus, Notary Public  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"  
personally appeared Thomas A. Peterson & Alice M. Reimcke  
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in ~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

## OPTIONAL SECTION

## CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL  
☒ Municipal CORPORATE OFFICER(S)

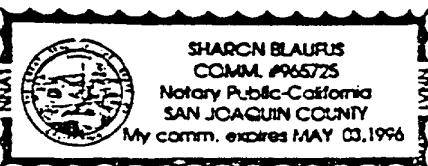
TITLE(S)

☐ PARTNER(S) ☐ LIMITED  
☐ GENERAL  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

## SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

City of Lodi



WITNESS my hand and official seal.

Sharon Blaufus  
SIGNATURE OF NOTARY

## OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO  
THE DOCUMENT DESCRIBED AT RIGHT:

TITLE OR TYPE OF DOCUMENT AgreementNUMBER OF PAGES 7+Ex. A DATE OF DOCUMENT 1/6/93SIGNER(S) OTHER THAN NAMED ABOVE Robert R. Batch

Though the data requested here is not required by law,  
it could prevent fraudulent reattachment of this form.

93025394

EXHIBIT A



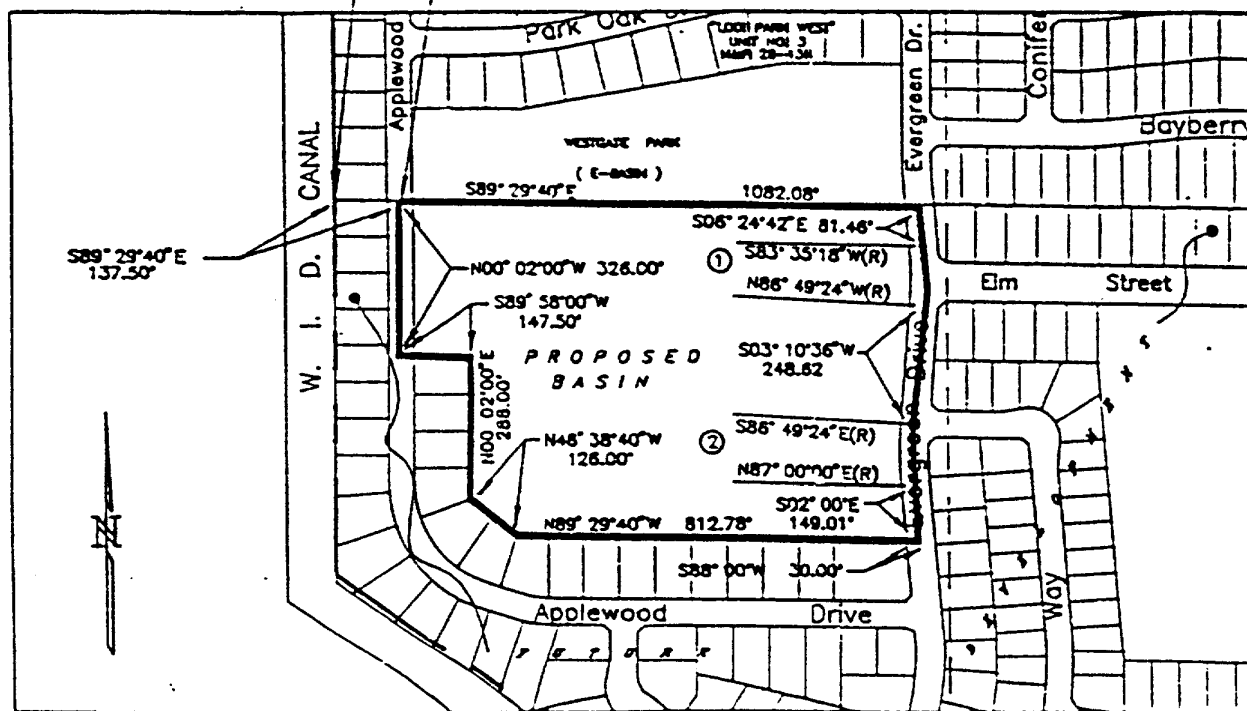
CITY OF LODI

PUBLIC WORKS DEPARTMENT

GRANT DEED

187 N. Lower Sacramento Rd.

029-030-33

Southwest corner of the Northwest  
quarter of Section 3TRUE POINT OF BEGINNINGCURVE DATA

①  $R = 750'$   
 $\Delta = 9^\circ 35' 18''$   
 $L = 125.51'$   
 $T = 62.90'$

②  $R = 1000'$   
 $\Delta = 5^\circ 10' 36''$   
 $L = 90.35'$   
 $T = 45.21'$



CITY OF LODI

PUBLIC WORKS DEPARTMENT

CONTRACT PAYMENT

ESTIMATE NUMBER 2PROJECT UNDERGROUND FUEL STORAGE TANK REMOVAL  
125 North Stockton StreetCONTRACTOR James C. Bateman Petroleum Services  
DBA SEMCO  
431 West Hatch Road  
Modesto, CA 95351

ACCOUNT NUMBERS

A 121.0-760.09  
B \_\_\_\_\_  
C 17.1-400.05  
D 18.1-450.07  
E Split accounts as indicated

ITEM	TOTAL WORK DONE TO DATE	UNITS	ITEM	ACCT	UNIT PRICE	AMOUNT
1.	100	7.2	LS Removal of Fuel Tank, Piping, Pump Island, Equipment Vehicle			
			Slab, Asphalt Paving	IA HS	3,325 71	3325 71
2.	90	6	GAL Fuel and Rinsate Disposal/			
			Hazardous Waste Manifest	IA	1 95	175 150
3.	100	76	LS Disposal of Fuel Tank and Tank			
			Tracking	IA	200 00	200 00
4.	5	0	EA Soils Test (Est.)	IA	250 00	1250 00
5.			LS Soils Report		Included	
6.	100	76	LS Permit (Closure of Underground			
			Tank)	IA	234 00	234 00
7.	4	0	HR Health Inspector (Fees/Rate) (Est.)	IA	78 00	312 00
8.	14	22	TON Import Borrow	IA	25 72	1151 72
9.	14	22	TON Compaction of Backfilled Import			
			Borrow	IA	36 95	2372 73
10.	20	0	TON Asphalt Concrete Paving	IA	214 71	4294 20
11.			LS Excavation Safety		Included	
			ADDITIONAL ITEMS OF WORK			
A.			CY Additional Excavation (as			
			required to remove contaminated			
			soil)	IA HS	25 00	
B.	26	5	CY Handling and Disposal of			
			Contaminated Soil	IA	115 00	2277 50
C.			HR Crew Standby Charge for			
			Sampling Soil (for samples in			
			excess of 5 samples)	IA	150 00	
% WORK COMPLETED:			TOTAL VALUE OF WORK DONE TO DATE			
100			LESS 10 PER CENT RETENTION			
			TOTAL DUE TO DATE			
			LESS PREVIOUS PAYMENTS			
			LESS LIQUIDATED DAMAGES			
MADE BY <u>H. M. M.</u>			BALANCE DUE ON THIS ESTIMATE			
CHECKED BY _____						
CONTRACT PRICE <u>50,793.91</u>						

APPROVED FOR PAYMENT OF \$ 50,793.91BY W. J. J. J. J.DATE 6-10-93

FORM CONTRACT PAY 2/88



CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the City of Lodi, State of California, herein referred to as the "City," and James C. Bateman Petroleum Services, Inc., DBA SEMCO, herein referred to as the "Contractor."

W I T N E S S E T H :

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The January 1988 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to remove one 2,000 gallon single-wall steel underground fuel storage tank, piping, concrete dispenser island, dispenser, vehicle slabs and adjacent asphalt concrete paving. The work shall also include all permits, inspection fees, draining, cleaning and purging of fuel lines and tank, disposal and tracking of tank, soil tests and report of test results, all excavation, backfill, import borrow, compaction and grading to return the site to its original condition and other incidental and related work, all as shown on the plans and specifications for the project.

BID ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY.	UNIT PRICE	TOTAL PRICE
1.	Removal of Fuel Tank, Piping, Pump Island, Equipment Vehicle Slab, Asphalt Paving	LS		\$3,325.71	\$3,325.71
2.	Fuel and Rinsate Disposal/Hazardous Waste Manifest	GAL	100	\$ 1.95	\$ 195.00
3.	Disposal of Fuel Tracking	Tank and Tank LS		\$ 200.00	\$ 200.00
4.	Soils Test (Est.)	EA	6	\$ 250.00	\$1,500.00
5.	Soils Report	LS		\$Included	\$Included

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY.	UNIT PRICE	TOTAL PRICE
6.	Permit (Closure of Underground Tank)	LS		\$ 234.00	\$ 234.00
7.	Health Inspector (Fees/Rate) (Est.)	HR	4	\$ 78.00	\$ 312.00
8.	Import Borrow	TON	30	\$ 25.72	\$ 771.60
9.	Compaction of Backfilled Import Borrow	TON	30	\$ 36.95	\$1,108.50
10.	Asphalt Concrete Paving	TON	10	\$ 214.71	\$2,147.10
11.	Excavation Safety	LS		\$Included	\$Included
TOTAL BASE BID					\$9,793.91

ADDITIONAL ITEMS OF WORK

A.	Additional Excavation (as required to remove contaminated soil)	CY	1	\$ 25.00	\$ 25.00
B.	Handling and Disposal of Contaminated Soil	CY	1	\$ 115.00	\$ 115.00
C.	Crew Standby Charge for Sampling Soil (for samples in excess of 6 samples)	HR	1	\$ 150.00	\$ 150.00

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the Mayor has executed the contract and to diligently prosecute to completion within 20 WORKING DAYS, additional time will be allotted for permit process/tests/plan review.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

By: Richard C. Hamilton

VICE PRESIDENT  
Title

(CORPORATE SEAL)

CITY OF LODI

By: Giuseppe Pennino  
Mayor

Date: 1/28/93

Attest:

Jennifer M. Penner  
City Clerk

CWO

CITY OF LODI  
PUBLIC WORKS DEPARTMENT

CONTRACT CHANGE ORDER NO. 6

Sheet 1 of 1  
Date August 10, 1993  
Account No. 45.7-760.60

PROJECT: HALE PARK IMPROVEMENTS, 208 East Locust St.

CONTRACTOR: BRCC Constructors

You are directed to make the following changes or do the following work not included in the Plans and Specifications on this contract.

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Description of work to be done, estimate of quantities, and prices to be paid. Specify whether additional work is at contract price, agreed price, or force account. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

Remove existing sprinkler system and provide additional topsoil.

Agreed upon price \$1,386.00

		PERCENT OF CONTRACT
Original Contract Price	\$ 458,000.00	
Total Cost of This Change Order NOT TO EXCEED	\$ 1,386.00	0.3 %
Previous Change Orders	\$ 79,413.25	
Total Cost of All Change Orders to Date	\$ 80,799.25	15.0 %
Contract Price, including all Change Orders, will be:	\$ 538,799.25	

Time of completion will be adjusted as follows: no adjustment to working days

Submitted by M. Fujitani Date 8-10-93  
 Approval Recommended [Signature] Date 8-11-93  
 Approved, Public Works Director [Signature] Date 8-24-93  
 Approved, City Manager (if over larger of \$5,000 or 10% each CCO or \$25,000 total CCOs) Date \_\_\_\_\_

The undersigned contractor, having carefully considered the change proposed, agrees, if this proposal is approved, to provide all equipment, furnish all materials, except as otherwise noted above, perform all services necessary for the work above specified, and accept as full payment the prices shown above.

ACCEPTED: Date 8/24/93 Contractor BRCC Const., Inc.  
 By [Signature] Title President

If the Contractor does not sign acceptance of this order, the Contractor should refer to Section 4-1.03A of the Standard Specifications regarding filing a written protest within the specified time.

CCOHALE6/TXTW.02M

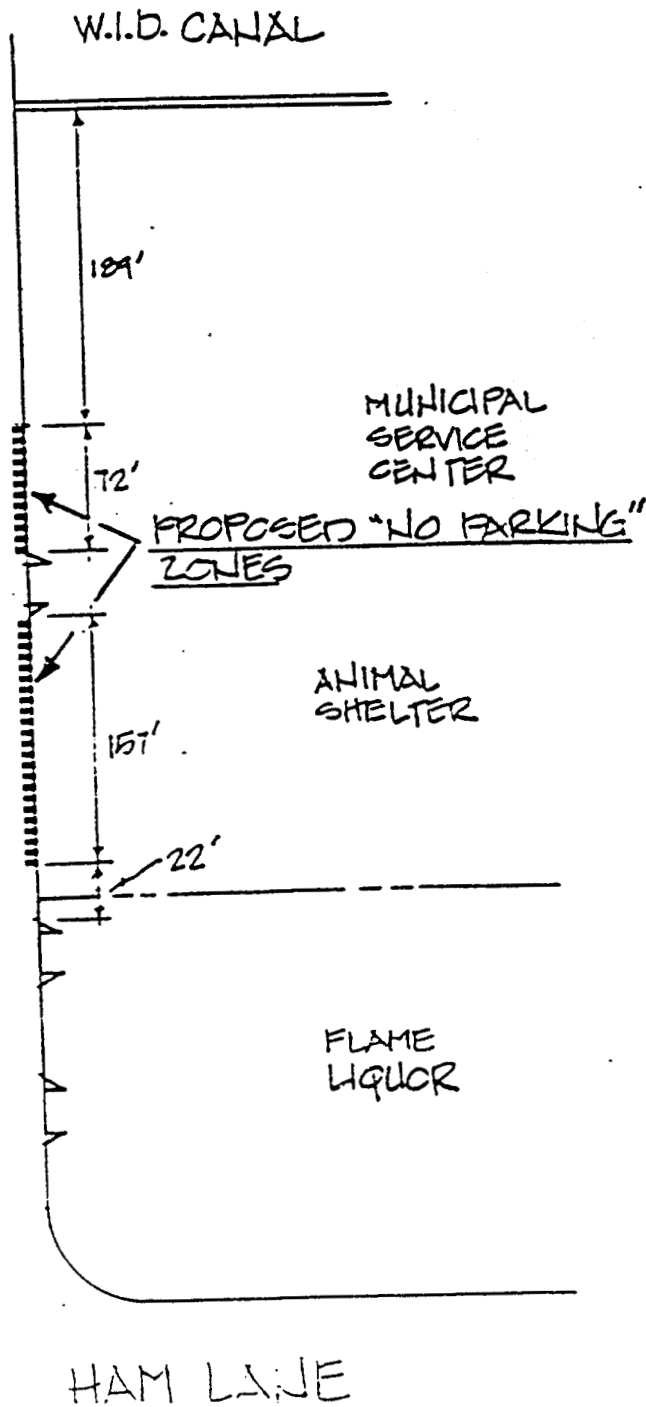
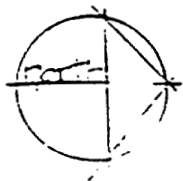


CITY OF LODI

PUBLIC WORKS DEPARTMENT

KETTLEMAN LANE  
ACCESS TO MSC/ANIMAL SHELTER  
"NO PARKING" ZONE

KETTLEMAN LANE (STATE HIGHWAY 12)



- b) Approved the inclusion of the excess widening on Highway 12 and the signal relocation at Highway 12 and Lower Sacramento Road as impact fee funded projects.

The motion carried by the following vote:

Ayes: Council Members - Pennino, Sieglock, and Pinkerton (Mayor)

Absent: Council Members - Hinchman

Abstain: Council Members - Snider

"NO PARKING" ZONE 1345 WEST KETTLEMAN LANE (STATE HIGHWAY 12), AT ACCESS TO THE MUNICIPAL SERVICE CENTER/ANIMAL SHELTER

RESOLUTION NO. 91-233

CC-48(e)  
CC-300

The City Council was advised that the Engineering Division has received a request for the installation of a "no parking" zone on Kettleman Lane adjacent to the driveway access to the MSC and Animal Shelter. Trucks and other vehicles parking on Kettleman Lane adjacent to this driveway make it difficult for drivers to see approaching vehicles while exiting onto Kettleman Lane. Exiting is especially difficult for drivers of large trucks laden with equipment or towing supplies such as power poles.

Engineering staff has surveyed this location to determine truck parking and parking demand. The results of the survey indicate that, on several occasions, staff has observed trucks and other vehicles parking adjacent to this driveway. Overall parking demands in the area appear to be minimal. Available accident records, from 1988 to the present, indicate that there have been no accidents at this location.

In order to provide adequate sight distance for vehicles exiting from this driveway, staff recommended that Council approve the installation of 157 feet of "no parking" east of the driveway and 72 feet west of the driveway. The entire length of this "no parking" zone lies in front of City owned property.

Caltrans approval is required for this "no parking" zone after City Council approval.

Following discussion, on motion of Council Member Snider, Pinkerton second, the City Council adopted Resolution No. 91-233 approving the installation of a "No Parking" zone on the north side of Kettleman Lane adjacent to the driveway

↑ access to the Municipal Service Center (MSC) and Animal Shelter. Forty-two feet of parking area will be provided immediately west of the Flame Liquor westerly Kettleman Lane driveway. ↑

IC WORKS LOCAL AREA NETWORK  
BASE CONCEPT APPROVED

OLUTION NO. 91-235

2(d)  
:00

The City Council was reminded that as part of the 1991/92 operating budget, the City Council approved the purchase of a microcomputer local area network for the Public Works Department. This purchase was a major part of the previously approved switch from a minicomputer-based, limited use, drafting system to a more flexible, less expensive microcomputer-based system. This switch was approved by the Council in March 1991.

The budget request for the network was for \$49,000. In light of budget restrictions, it was decided to phase the work; thus \$30,000 was approved in the budget with the following funding:

\$7,500	Sewer Fund
\$7,500	Water Fund
\$7,500	Gas Tax
\$7,500	Equipment Fund

Now that we have completed the drafting switch to microcomputers, the need for the local area network to share drawings and the plotter is more critical than ever. In our budget request we assumed we would go to bid for a complete turn-key package. However, through our research and preparatory training we have concluded that the City would be better served by purchasing the various system components separately and setting up the network ourselves. We would still obtain price quotes on the components from various vendors. We will save resale markup and installation costs. We will also be able to select and purchase the components on our schedule rather than specifying and purchasing everything in one lump sum. We propose to make limited use (not to exceed \$2,000) of a local consultant to help select some of the hardware and assist in the initial set up.

In this way, our staff will have a much better knowledge of the system and will be able to add users and make system changes without an expensive on-going support contract. Thus we will save money in the long run as well as in the short term.

The components of the system will cost less than \$5,000 apiece, so our normal informal purchasing procedures can be